

Taylor Co.

PPME #2003 (Roads)

7/1/2003 6/30/2009

AGREEMENT BETWEEN

**TAYLOR COUNTY, IOWA, SECONDARY
ROAD DEPARTMENT**

and

**PUBLIC, PROFESSIONAL & MAINTENANCE
EMPLOYEES LOCAL 2003**

Effective from July 1, 2003, through June 30, 2006

AGREEMENT

THIS AGREEMENT entered into by and between TAYLOR COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer," and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, hereinafter called the "Union," represents the complete final agreement on all bargainable issues between the Employer and the Union throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE I

Intent And Purpose

1.1 It is the intent and purpose of the parties hereto to set forth an agreement concerning rates of pay and other subjects of bargaining, to promote orderly and peaceful labor relations for the mutual interest of the County, its Employees, the Union, and the public to assure the orderly, effective and efficient operation of the Highway Department in order to provide for health, safety and welfare of the employees and the citizens of Taylor County, and to promote prompt and efficient performance.

ARTICLE II

Recognition

2.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all of the Secondary Road Department Taylor County Road Department employees, which includes:

Engineering Technicians I, II and III, Engineering Aides, Shop Superintendents, Mechanics, Maintenance Superintendents, Maintenance Operators I, II and III, Maintenance Laborers I and II and Sign Foreman

and excludes:

County Engineer, Assistant to the County Engineer, General Superintendent, Office Manager and Secretary, and all other employees excluded by Section 4 of the Act.

Reference is made to Iowa Public Employment Relations Board Case Nos. 785 and 6427, certified representation dated October 6, 1976 and as amended.

ARTICLE III
Separability And Savings

3.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE IV
No Strike – No Lockout

4.1 The Employer agrees that it will not engage in any lockout of its employees as a result of a labor dispute with the Union. There shall not be any work stoppage, sympathy or other strike, slowdown, picketing, boycotting, or any other action on the part of the Union or a bargaining unit employee(s) that will interrupt or interfere with the operation of the Employer.

ARTICLE V
County And Union Rights And Responsibilities

5.1 Except to the extent abridged or modified by a provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the power, duty and right to plan, direct and control the work of its employees in positions within the public agency; to develop and enforce rules; to discipline, suspend or discharge employees for cause; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine job qualifications; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to the Public Employer by law.

5.2 The County will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the County's employees to refrain from Union membership. There shall be no unlawful discrimination by the County or the Union because of membership or non-membership in the Union.

5.3 A duly authorized representative of the Union may have access to the County's premises with prior consent from the County Engineer.

ARTICLE VI

Definitions

6.1 A regular employee is a bargaining unit employee who has completed his/her probationary period.

6.2 A probationary employee is one who has not completed his first six (6) calendar months of continuous service with the Company as a bargaining unit employee. The probationary period may be extended by an additional six (6) months by mutual agreement between the County and the Union.

6.3 Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. Permanent employment is granted upon completion of the probationary period. Probationary employees shall receive the same fringe benefits as permanent employees with the exception of Sick Leave. An employee may be disciplined or terminated for any reason during the probationary period without recourse to the grievance procedure.

ARTICLE VII

Health And Safety

7.1 The County agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The parties will cooperate in maintaining County policies, rules and regulations as to health and safety. In case of injury due to work, or incurred while working, all such injuries must be reported promptly to the County Engineer's office. This provision is not intended to address issues related to workers' compensation.

7.2 The existing Joint Health and Safety Committee will be continued.

7.3 The County shall provide protective devices and other equipment necessary to protect the employee from injury and illness as required by statute and the County Occupational Safety and Health Policy as recommended by the County Safety Committee.

An allowance of \$25.00 per year for the purchase of safety shoes shall be reimbursed to employees upon showing proof of purchase.

ARTICLE VIII

Grievance Procedure

8.1 The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee, employees or the Union regarding a violation or interpretation of a provision of this Agreement shall be adjusted in accordance with the following procedure:

8.2 Should an employee claim a grievance, it shall be processed in the following manner:

Step One: An employee or the Union shall discuss a complaint or problem orally with the immediate supervisor or his/her designee within five (5) working days following its occurrence in an effort to resolve the problem in an informal manner. Said person will give his/her oral answer to the grievance within five (5) working days after the grievance was presented to him/her.

Step Two: If the grievance is not settled in Step One and the grievant or the Union wishes to appeal the grievance to Step Two, the grievance will be reduced to writing and submitted to the County Engineer or his/her designee within five (5) working days after receipt of the immediate supervisor's oral answer. The written grievance shall specifically state and set forth in detail all the relevant facts upon which it is based, the section of this Agreement alleged to have been violated, the issue involved and the relief sought. The County Engineer or his/her designee will, if requested by the grievant or the Union meet with the grievant and/or the Union at a time mutually agreeable to the parties and, if a settlement is not reached, the County Engineer or his/her designee will provide a written answer to the grievant within ten (10) working days following such meeting.

8.3 If the grievance is not settled in accordance with the foregoing procedure, the Union may submit the grievance to arbitration by written notice of arbitration, submitted to the County Engineer within ten (10) working days after the receipt of his/her answer in Step Two. Within ten (10) working days after receipt of the notice, the parties shall either attempt to select a mutually agreeable arbitrator or request the Federal Mediation and Conciliation Service or the Iowa PERB to submit a panel of seven (7) arbitrators. Each party retains the right to reject a panel in its entirety and request that a new panel be submitted. The parties shall determine by the toss of a coin which party shall strike the first name from the list, and thereafter, each shall, in that order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator.

Subject to the availability and convenience of the County and Union representatives, the arbitrator shall schedule the time and place for a hearing on the grievance.

8.4 An arbitrator selected pursuant to the provisions of Section 8.3 shall have no power or authority to amend, modify, nullify, ignore add to or subtract from any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the parties. No liability shall accrue against the County for a date prior to the event giving rise to the grievance. The arbitrator may not hear more than one grievance unless mutually agreed by the parties.

8.5 The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

8.6 The investigation or processing of a grievance by the Union or its Stewards shall be allowed during regular working ours with pay and carried out in a manner which does not interfere with normal operations of the County. The Union shall have no more than two (2) members investigating or processing a single grievance.

8.7 The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the County's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the County's specified representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

8.8 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE IX

Hours Of Work And Overtime

9.1 This Article shall not be construed as a guarantee of or limitations on hours of work per day or per week. However, this language shall not be interpreted to alter the custom and practice of the parties.

9.2 The normal work week shall consist of five (5), eight hour days: Thursday, Friday, Monday, Tuesday and Wednesday.

9.3 The normal work day shall be from 7:30 a.m. to 4:00 p.m. except for the Maintenance Operator I's whose normal work day shall be from 7:00 a.m. to 3:30 p.m. The normal workweek will be forty (40) hours per week. The normal workday includes a thirty (30) minute lunch period from 12:00 noon to 12:30 p.m. Deviation from the normal working hours may at times be necessary to maintain efficient Departmental operation. When such deviations are required, they shall be so designated by the County Engineer.

9.4 The Employer will grant, with pay, one (1) fifteen (15) minute rest period from 10:00 a.m. to 10:15 a.m. and one (1) fifteen (15) minute rest period from 2:30 p.m. to 2:45 p.m. Slight variations in the lunch or break schedule will be allowed when the work so designates. Employees shall carry coffee and noon lunches, as required, to ensure continuation of the work without delay. Special trips to town or restaurants for coffee will not be allowed.

9.5 Employees are expected to be working at the normal starting time each day. Employees shall return from the job during normal working hours and arrive at the shop prior to the normal stopping time, unless the work requirements necessitate delay. Vehicles and equipment shall be prepared, including fueling and safety check for the next day's operation before the operator departs for the day. The routine care of equipment and vehicles should be performed during the 10 or 15 minutes prior to normal stopping time.

9.6 Overtime shall be paid for at the rate of time and one-half (1 ½) of the employee's hourly rate for hours worked in excess of eight (8) hours in any workday (including holidays, vacation and sick leave). Any overtime work must be authorized by the County Engineer or his designated representative except for emergency. When overtime of an emergency nature does not facilitate advance approval, then the County Engineer, Assistant Engineer or the General Superintendent shall be notified of the emergency and the overtime so worked as soon as practical thereafter.

9.7 Each employee will be asked to indicate his choice of compensation time or overtime pay for compensation credit. Compensation time will be handled just as it has been in the past, and if overtime pay is chosen, all overtime credit will be paid on the next payroll check. An employee may choose to receive overtime credit by pay instead of compensation time during the year, providing that he signs a release slip for the changes and clears his overtime account whenever this option is chose. All employees with compensation time still in their account at the end of the last pay period in November will be paid for their compensation time on the first pay period in December, thus clearing all accounts before the beginning of the year.

Upon termination of employment, the employee will be paid for his unused accumulated compensation time at the employee's current rate of pay.

9.8 Work performed on a recognized paid holiday will be paid for at time and one-half (1 ½) the employee's hourly rate in addition to the employee's normal wage for the holiday (eight hours).

9.9 An employee who has completed a normal workday and is called back for emergency work shall receive a minimum of two hours of compensation time, provided that a full 8 hours of normal work are worked during the same work day.

ARTICLE X

Seniority

10.1 Seniority is the length of continuous service within the Secondary Roads Department from the date an employee was most recently hired. Seniority shall begin on the day an employee is hired, but shall not apply until the probationary period is completed. An employee shall cease to have seniority and will be no longer employed for the following reasons:

- 1) Resignation.
- 2) Discharge from the Department.
- 3) Absence from work without notice for a period of three (3) consecutive days.
- 4) Obtaining leave of absence by false reasons.
- 5) Retirement.
- 6) Absence or layoff in excess of 12 months.

10.2 Employees shall maintain and accrue seniority while absent because of injuries covered by workers' compensation. In the event of lay-offs, a person will maintain the seniority he had at the time of lay-off. If recalled to work at a later date, seniority will begin accruing again.

ARTICLE XI **Lay-Off Procedure**

11.1 In the event the County determines that employees will be laid off, all temporary, probationary and part-time employees in the affected classification will be laid off first. If the County determines that additional employees will be laid off and the skill, training, qualifications, and the ability to perform between or among employees in the affected classification are relatively equal, seniority shall prevail. A laid off employee who immediately and fully meets the job qualifications can then replace the least senior bargaining unit employee in any lower paid classification at that job classification rate of pay. "Immediately" shall mean within 30 calendar days from the date of layoff.

11.2 Those employees to be laid off will be notified as soon as practicable. Laid off employees shall advise the County of their current addresses and telephone numbers during layoff. Upon recall from layoff, employees shall be recalled in the inverse order of layoff. Employees to be recalled will be notified as far in advance as practicable by telephone and/or by notice in writing sent by certified mail, return receipt requested, to the last address shown on the County's records. An employee laid off shall have recall rights for a period of 12 months, or his/her seniority, whichever is less. Temporary, part-time and probationary employees shall have no recall rights.

ARTICLE XII **Transfer Procedure**

12.1 No permanent vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees have had the opportunity to apply for such positions and to have their application considered. Qualified applicants outside the unit may be considered by the Employer after said five (5) working days. When the Employer determines the successful job bidder, qualifications, skill, ability, experience with the County and work performance will be considered. Where qualifications, skill, ability and work performance between bidders are relatively equal, seniority shall govern.

An employee who accepts a promotion shall be ineligible to bid on another job for a period of 12 months. This provision may be waived by mutual agreement between the County and the Union.

12.2 **Trial Period.** An employee who has bid to a higher classification or new position and receives the job bid, shall be placed on a trial period for thirty (30) calendar days. During said trial period, the employee shall receive the rate of pay for the higher classification or new position. If the employee does not meet the job requirements of the higher classification or new position at the completion of the thirty (30) day trial period, the employee shall be made aware of the deficiencies. The trial period may be extended for an additional thirty (30) calendar days. At the completion of the trial period or extension of such if necessary, the employee shall then

either be classified at the higher classification or new position or be returned to their previous classification and position and rate of pay without a loss of seniority.

12.3 Temporary Assignments. An employee temporarily assigned to a higher job classification will be paid the higher hourly rate of pay of the new job classification for all hours in excess of four (4) hours in a work week. An employee temporarily assigned to a lower paid job classification will receive his/her current hourly rate. This section shall not apply to bona fide training situations designated by the County Engineer, not to exceed 30 working days in a fiscal year.

ARTICLE XIII

Jury Duty Leave

13.1 All employees will be granted up to a maximum of 60 days in any contract year off during the normal workweek with pay for serving on jury duty. When a regular employee is called for jury duty, he/she will give his/her Foreman or County Engineer proper notice. Only that part of the workday required for jury duty will be granted. The employee is to turn in his/her jury duty pay to the office or have it deducted from his/her regular pay. The mileage payment may be retained by the employee. The same shall apply when an employee is called as a witness in a court of law.

ARTICLE XIV

Military Leave

14.1 All probationary and permanent employees shall be granted up to a maximum of thirty (30) days military leave with pay as requirement by Section 29A.28 of the Code of Iowa.

ARTICLE XV

Vacation

15.1 Permanent employees shall be granted paid vacation, which shall be accumulated monthly, in accordance with the following schedule:

One (1) week per year during first year of service.

Two (2) weeks per year during the second (2nd) through the fourth (4th) year of service.

Three (3) weeks per year during the fifth (5th) through the eleventh (11th) year of service.

Four (4) weeks per year during every year after the twelfth (12th) year of service.

Five (5) weeks per year after thirty (30) years of service.

15.2 No employee shall be eligible for paid vacation until one continuous year of service has been completed. Vacation shall be taken only as the workload permits. Employees shall arrange for vacation with their work supervisors sufficiently in advance to permit work schedules to be coordinated. Approval of concurrent vacations for more than two members of the same work

crew is unlikely. Work supervisors shall ensure that work crews are not depleted to the extent that they become ineffective. Employees with the most seniority shall have priority for vacation scheduling. Work supervisors shall forward the vacation information to their supervisors until it ultimately reaches the office of the County Engineer.

15.3 Any employee who terminates employment shall be paid for his accumulated vacation at his current rate of pay, except that no employee who has worked less than one full year shall receive pay for accumulated vacation. Vacation shall not be taken in advance of the time that it is granted, i.e., vacation shall not be borrowed from the succeeding month. The maximum amount of vacation time that an individual may accumulate will be twice his annual accumulation rate. Accumulated vacation exceeding the maximum allowable shall be lost unless specific approval of the County Engineer is obtained. No employee shall be paid for lost vacation time, except that time lost due to its being denied by the County Engineer because the workload at the end of the vacation year would not permit vacation to be taken at that time may be paid.

15.4 Employees are expected to provide at least 10 working days' notice prior to the effective date of resignation. Failure to comply with this requirement may result in forfeiture of up to the 10 days of accrued vacation.

ARTICLE XVI **Unauthorized Absence**

16.1 Any absence of an employee from duty for any length of time without specific authorization of his work supervisor shall be considered an unauthorized absence. No employee shall be paid for unauthorized absence time. Any employee is absent for three (3) consecutive days without authorization or in an emergency shall have resigned his position with the Taylor County Secondary Roads Department.

ARTICLE XVII **Supplemental Employment**

17.1 No employee shall hold a full-time job or its equivalent in addition to his regular full-time Department employment; except farming operations shall be permitted due to their seasonal nature.

17.2 While supplementary employment is not encouraged, it shall be permitted under the following conditions:

- 1) That the supplemental employment does not conflict with the employee's regular hours of employment in the Department, or conflict in any way with the satisfactory and impartial performance of his county duties.
- 2) That the employee secure approval of the County Engineer before engaging in any supplementary employment so potential conflict of interest can be ascertained before any problems arise.

- 3) That the employee keep the County Engineer informed of contemplated changes in his supplementary employment. Employees are cautioned not to become involved in supplemental employment that would constitute a conflict of interest with the Department operations.

ARTICLE XVIII

Holidays

18.1 The following paid holidays shall be observed by the Department employees: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and choice of two (2) days per year of any of the following: Lincoln's Birthday, Columbus Day, Election Day, and the day before and/or after any of the previously designated holidays. Both floating holidays shall be observed by all Department employees at the same time. Determination of the floating holidays which are to be granted shall be made prior to January 1st of each year, by a vote or petition of 2/3 of the Department's permanent full-time employees, subject to the approval of the Board of Supervisors, they shall declare those days to be formal Departmental holidays and so publish the notice in the County newspaper.

18.2 Those holidays occurring on Saturday shall be observed the preceding Friday. Those holidays occurring on Sunday shall be observed the following Monday.

18.3 Employees required to perform emergency work on any observed holiday shall receive compensation time equal to one and one-half times the actual hours worked in addition to the employee's normal wage for the holiday (eight hours).

ARTICLE XXIX

Longevity Pay

19.1 All employees shall receive additional compensation based on length of service for continuous employment. Each employee shall receive, in addition to his/her base wage, an additional hourly compensation as follows:

After five years of continuous employment - \$.08 per hour

After ten years of continuous employment - \$.13 per hour

After fifteen years of continuous employment - \$.17 per hour

After twenty years of continuous employment - \$.22 per hour

After twenty-five years of continuous employment - \$.26 per hour

Employee longevity will be computed and pay rates will be increased for an eligible employee who has completed one of the five-year service increments (listed above) on the first pay period after the anniversary of their employment.

ARTICLE XX
Group Insurance

20.1 Taylor County shall subscribe to a hospitalization and major medical insurance program for all qualified employees. (ISAC Alliance Select Plan 8) (The Employer will also offer Plan 10) Premiums for the individual employee shall be paid by the County. Any proposed changes in insurance premiums, coverage afforded or insurance companies will be announced by the Board; provided, however, that prior to a change in the insurance coverage the parties will negotiate through impasse. Adequate time will be allowed for an employee representative to attend any informational meeting(s) and to relate the consensus of the Secondary Road Worker's feelings regarding the pending decision. The Board will give this consensus consideration when determining any changes in coverage afforded or companies.

20.2 Family insurance premiums will be deducted in two installments per month from the employees' paychecks. Taylor County will pay 20% of Family Insurance Coverage for this contract period.

20.3 Taylor County shall subscribe to and pay individual employee premiums for a disability income protection insurance program of the type agreed upon by the Board of Supervisors and the County Engineer. Such plans normally contain a life insurance portion, the premiums of which shall be paid by the Employer insofar as the law will allow. Employees who are classified as full-time employees shall become eligible for the hospitalization and major medical insurance and disability income protection insurance programs upon completion of the policy's mandatory waiting period.

20.4 Employees who elect not to participate in single health insurance coverage shall receive \$175.00 per month upon presentation of proof of insurance coverage and certification of continued coverage elsewhere. If an employee does not maintain coverage elsewhere, this payment will cease and the employee will be covered by the County.

20.5 Employees of the Department shall be covered by the provisions of Worker's Compensation Insurance as required by Iowa Law.

20.6 Taylor County shall pay the employer's share of the health insurance premium for sixty days in the event that an employee is on unpaid leave due to sickness or injury.

20.7 Health insurance cannot be dropped in mid-month.

ARTICLE XXI
Miscellaneous

21.1 Change of Address. Each employee shall insure that his/her immediate work supervisor shall know the employee's address and telephone number.

21.2 All employees subject to call shall have a telephone in their residence where they may be reached in case of emergency. Work supervisors shall immediately make an employee's change

in address or telephone number known to their supervisors until the information ultimately reaches the office of the County Engineer. No personal long distance calls will be made from County telephones.

ARTICLE XXV

Sick Leave

22.1 Permanent employees, exclusive of the County Engineer, shall be granted paid sick leave at the rate of sixteen (16) hours per month to a maximum accumulation of 720 hours. No sick leave may be taken by a new employee during his first six (6) months of service.

22.2 "Sick Leave" may be taken for any illness or exposure to a contagious disease by which the health of others might be endangered, or for any work-connected disability that an employee may sustain, until such time that the employee becomes eligible for disability income under the plan maintained by Taylor County. A maximum of five (5) days of sick leave per illness may also be taken in the event of serious illness, surgery or injury to the employee's immediate family plus childbirth for the employee or employee's spouse. Immediate family shall be limited to the employee's spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, grandparents or other relative living habitually at the employee's home. Serious illness shall be any illness which requires inpatient surgery in an accredited hospital or which does not require surgery but does require inpatient hospitalization for more than seventy-two (72) consecutive hours or which requires intensive care treatment in a hospital for any length of time. A maximum of five (5) days of sick leave per illness may also be taken in the event of outpatient surgery involving illness of the spouse or minor children of the employee. Employees shall promptly furnish the Taylor County Engineer with reasonable proof of such illness as is claimed to be a serious illness or in the event of outpatient surgery with reasonable medical evidence concerning the same.

22.3 Sick leave will be allowed for common illnesses, (i.e. colds, flu) and for routine medical checkups or examinations of the employee's spouse and minor children or step-children. Abuse of this provision will justify its termination.

22.4 To receive pay while absent due to sick leave, an employee shall notify the General Superintendent of the County Engineer's Office or the Bedford Shop before the start of the normal work day, except in the case of an extended illness or disability. **A medical certificate shall be required** as evidence of an employee or family illness or injury that prevents an employee from coming to work for more than two full working days. Falsification of such a certificate shall be cause for disciplinary action. Sickness beyond accumulated, unused sick leave may be charged as vacation time or as leave without pay, at the discretion of the County Engineer.

22.5 Employees with a chronic or recurring illness resulting in absence exceeding payable sick leave, may at the option of the County Engineer, be required by written notification to submit, at their own expense, to an examination by a physician and a written report of the results submitted to the County Engineer. If surgery or therapy is recommended to remedy or alleviate such

illness and the employee does not comply within a reasonable time as determined by the County Engineer, he may be discharged due to such physical disability.

22.6 No sick leave shall be permitted for time off due to injury sustained while working for another employer.

22.7 Sick leave abuses – the County Engineer shall possess discretionary powers involving the requirement of doctor's sick slips. If deemed appropriate, the Engineer may require a doctor's slip for absenteeism that totals one full working day. In all cases, a doctor's sick slip shall be required involving absence in excess of two full working days.

22.8 Employees hired prior to July 1, 2003, shall be eligible for cash reimbursement of unused sick leave in an amount not to exceed 50% of unused accumulated sick leave upon death, or upon termination of employment due to voluntary separation or lay-off after 14 years of service.

ARTICLE XXIII

Funerals

23.1(a) Employees shall be eligible for a paid leave of absence of five (5) days in the event of death of the employee's spouse, parent, step-parent, child, step-child, mother-in-law, father-in-law and siblings.

23.1(b) Employees shall be eligible for a paid leave of absence of three (3) days in the event of death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

23.2 Two full working days shall be granted per year so that employees may attend the funeral of any friends or relatives not covered under the regular funeral provision. These two days may be taken in any increments the employee desires, but any time taken off in excess of this will be charged to vacation or compensation time. For bookkeeping purposes, one year shall run from January 1 to December 31 of each calendar year until this provision is amended and deleted.

23.3 Employees will also be granted time off to attend the funeral service of any former Department employee or for a funeral in which the employee is an official participant, **if the work situation permits.** Notification **by the County Engineer** for such instance will constitute such authorized absence. Any other authorized absence for funerals shall be obtained from the County Engineer on an individual basis.

23.4 Funeral leave to be available to new employees in the same manner as prescribed for existing employees.

ARTICLE XXIV

Disability Leave

24.1 In the event of extended absence, due to illness or injury, which is longer than that period necessary to become eligible for disability benefits (currently 90 days), the following procedures

will be followed:

1) The 90-day eligibility period will be charged to sick leave, vacation, compensation time or leave without pay. Benefits during this period will accumulate or be paid as if the employee was working.

2) At the commencement of the disability benefits, the accumulation of sick leave and vacation leave shall cease, but longevity shall continue to accrue. Department-paid contributions to health insurance shall continue and the employee will be required to pay the excess for family coverage health insurance and all life insurance.

3) Should the employee return to work on a part-time basis during the disability period, sick leave and vacation leave will begin to accrue in proportion to the time worked.

4) Should the employee be unable to return to work by the end of the full disability period, he will be considered terminated from the Department. Payment will be made in accordance with the Personnel Policy for unused vacation and compensation time at the rate of pay the employee was earning when disability leave began.

ARTICLE XXV

Worker's Compensation

25.1 Any wage benefits for which an injured employee, whether on probationary status or not, is eligible under worker compensation shall be assigned by such injured employee to Taylor County upon acknowledgment of coverage for wage benefits by the worker compensation insurance carrier. An injured employee who receives worker compensation benefits shall not be denied benefits or salary he or she would otherwise be entitled to receive under this employment contract until such worker is declared permanently disabled by worker compensation or after a period of one year, whichever is less.

ARTICLE XXVI

Dues Checkoff and Indemnification

26.1 Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time upon thirty (30) days written notice to the Employer and the Union, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Employer will enclose with the deduction a list of unit employees indicating those employees for which dues have been deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or Judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE XXVII
Hourly Rates of Pay

27.1 All permanent full-time employees shall be paid the hourly rates of pay for their job classifications as set forth in Appendix A.

ARTICLE XXVIII
General Provisions; Term of Agreement

28.1 This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

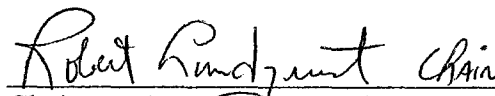
28.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplating of either or both of the parties at the time they negotiated or signed this Agreement.

28.3 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

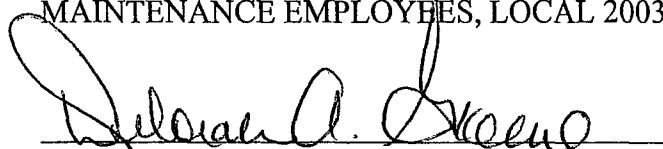
28.4 This Agreement shall become effective July 1, 2003, and thereafter shall remain in full force and effect until June 30, 2006, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to terminate this Agreement on or before September 1, 2005, or on or before September 1st in any succeeding renewal year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 6th day of March, 2003.

TAYLOR COUNTY, IOWA


Chairman, Board of Supervisors

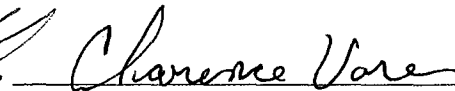
PUBLIC, PROFESSIONAL LAND
MAINTENANCE EMPLOYEES, LOCAL 2003


Business Representative


Member, Board of Supervisors


Negotiating Committee Member


Member, Board of Supervisors


Negotiating Committee Member

Negotiating Committee Member

APPENDIX A

Job Classifications and Hourly Wage Rates

<u>Job Classification</u>	<u>Effective</u> <u>7/1/02</u>	<u>(40c)</u> <u>7/1/03</u>	<u>(41c)</u> <u>7/1/04</u>	<u>(42c)</u> <u>7/1/05</u>
Engineering Tech. III	\$14.16	\$14.56	\$14.97	\$15.39
Engineering Tech. II	\$13.71	\$14.11	\$14.52	\$14.94
Engineering Tech. I	\$13.29	\$13.69	\$14.10	\$14.52
Engineering Aide	\$12.65	\$13.05	\$13.46	\$13.88
Shop Superintendent	\$14.18	\$14.58	\$14.99	\$15.41
Mechanic	\$13.80	\$14.20	\$14.61	\$15.03
Maint. Superintendent	\$13.88	\$14.28	\$14.69	\$15.11
Maint. Operator III	\$13.29	\$13.69	\$14.10	\$14.52
Maint. Operator II	\$13.14	\$13.54	\$13.95	\$14.37
Maint. Operator I	\$12.95	\$13.35	\$13.76	\$14.18
Sign Foreman	\$13.29	\$13.69	\$14.10	\$14.52
Maint. Laborer II	\$12.87	\$13.27	\$13.68	\$14.10
Maint. Laborer I	\$12.65	\$13.05	\$13.46	\$13.88

Starting rates will be ninety-four cents (\$.94) per hour less, while on probation, than the applicable rate for the job classification set forth above.

TAYLOR CO./PPME #2003 (ROADS)

06-09

AGREEMENT BETWEEN

**TAYLOR COUNTY, IOWA, SECONDARY
ROAD DEPARTMENT**

and

**PUBLIC, PROFESSIONAL & MAINTENANCE
EMPLOYEES LOCAL 2003**

Effective from July 1, 2006, through June 30, 2009

AGREEMENT

THIS AGREEMENT entered into by and between TAYLOR COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer," and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, hereinafter called the "Union," represents the complete final agreement on all bargainable issues between the Employer and the Union throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE I

Intent And Purpose

1.1 It is the intent and purpose of the parties hereto to set forth an agreement concerning rates of pay and other subjects of bargaining, to promote orderly and peaceful labor relations for the mutual interest of the County, its Employees, the Union, and the public to assure the orderly, effective and efficient operation of the Highway Department in order to provide for health, safety and welfare of the employees and the citizens of Taylor County, and to promote prompt and efficient performance.

ARTICLE II

Recognition

2.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all of the Secondary Road Department Taylor County Road Department employees, which includes:

Engineering Technicians I, II and III, Engineering Aides, Shop Superintendents, Mechanics, Maintenance Superintendents, Maintenance Operators I, II and III, Maintenance Laborers I and II and Sign Foreman

and excludes:

County Engineer, Assistant to the County Engineer, General Superintendent, Office Manager and Secretary, and all other employees excluded by Section 4 of the Act.

Reference is made to Iowa Public Employment Relations Board Case Nos. 785 and 6427, certified representation dated October 6, 1976 and as amended.

ARTICLE III
Separability And Savings

3.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE IV
No Strike – No Lockout

4.1 The Employer agrees that it will not engage in any lockout of its employees as a result of a labor dispute with the Union. There shall not be any work stoppage, sympathy or other strike, slowdown, picketing, boycotting, or any other action on the part of the Union or a bargaining unit employee(s) that will interrupt or interfere with the operation of the Employer.

ARTICLE V
County And Union Rights And Responsibilities

5.1 Except to the extent abridged or modified by a provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the power, duty and right to plan, direct and control the work of its employees in positions within the public agency; to develop and enforce rules; to discipline, suspend or discharge employees for cause; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine job qualifications; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to the Public Employer by law.

5.2 The County will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the County's employees to refrain from Union membership. There shall be no unlawful discrimination by the County or the Union because of membership or non-membership in the Union.

5.3 A duly authorized representative of the Union may have access to the County's premises with prior consent from the County Engineer.

ARTICLE VI
Definitions

6.1 A regular employee is a bargaining unit employee who has completed his/her probationary period.

6.2 A probationary employee is one who has not completed his first six (6) calendar months of continuous service with the Company as a bargaining unit employee. The probationary period may be extended by an additional six (6) months by mutual agreement between the County and the Union.

6.3 Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. Permanent employment is granted upon completion of the probationary period. Probationary employees shall receive the same fringe benefits as permanent employees with the exception of Sick Leave. An employee may be disciplined or terminated for any reason during the probationary period without recourse to the grievance procedure.

6.4 Whenever this Agreement refers to the County Engineer, it shall include his/her designee.

ARTICLE VII
Health And Safety

7.1 The County agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The parties will cooperate in maintaining County policies, rules and regulations as to health and safety. In case of injury due to work, or incurred while working, all such injuries must be reported promptly to the County Engineer's office. This provision is not intended to address issues related to workers' compensation.

7.2 The existing Joint Health and Safety Committee will be continued.

7.3 The County shall provide protective devices and other equipment necessary to protect the employee from injury and illness as required by statute and the County Occupational Safety and Health Policy as recommended by the County Safety Committee.

An allowance of \$35.00 per year for the purchase of safety shoes shall be reimbursed to employees upon showing proof of purchase.

ARTICLE VIII
Grievance Procedure

8.1 The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee, employees or the Union regarding a violation or interpretation of a provision of this Agreement shall be adjusted in accordance with the following procedure:

8.2 Should an employee claim a grievance, it shall be processed in the following manner:

Step One: An employee or the Union shall discuss a complaint or problem orally with the immediate supervisor or his/her designee within five (5) working days following its occurrence in an effort to resolve the problem in an informal manner. Said person will give his/her oral answer to the grievance within five (5) working days after the grievance was presented to him/her.

Step Two: If the grievance is not settled in Step One and the grievant or the Union wishes to appeal the grievance to Step Two, the grievance will be reduced to writing and submitted to the County Engineer or his/her designee within five (5) working days after receipt of the immediate supervisor's oral answer. The written grievance shall specifically state and set forth in detail all the relevant facts upon which it is based, the section of this Agreement alleged to have been violated, the issue involved and the relief sought. The County Engineer or his/her designee will, if requested by the grievant or the Union meet with the grievant and/or the Union at a time mutually agreeable to the parties and, if a settlement is not reached, the County Engineer or his/her designee will provide a written answer to the grievant within ten (10) working days following such meeting.

8.3 If the grievance is not settled in accordance with the foregoing procedure, the Union may submit the grievance to arbitration by written notice of arbitration, submitted to the County Engineer within ten (10) working days after the receipt of his/her answer in Step Two. Within ten (10) working days after receipt of the notice, the parties shall either attempt to select a mutually agreeable arbitrator or request the Federal Mediation and Conciliation Service or the Iowa PERB to submit a panel of seven (7) arbitrators. Each party retains the right to reject a panel in its entirety and request that a new panel be submitted. The parties shall determine by the toss of a coin which party shall strike the first name from the list, and thereafter, each shall, in that order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator.

Subject to the availability and convenience of the County and Union representatives, the arbitrator shall schedule the time and place for a hearing on the grievance.

8.4 An arbitrator selected pursuant to the provisions of Section 8.3 shall have no power or authority to amend, modify, nullify, ignore add to or subtract from any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the parties. No liability shall accrue against the County for a date prior to the event giving rise to the grievance. The arbitrator may not hear more than one grievance unless mutually agreed by the parties.

8.5 The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

8.6 The investigation or processing of a grievance by the Union or its Stewards shall be allowed during regular working ours with pay and carried out in a manner which does not interfere with normal operations of the County. The Union shall have no more than two (2) members investigating or processing a single grievance.

8.7 The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the County's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the County's specified representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

8.8 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE IX

Hours Of Work And Overtime

9.1 This Article shall not be construed as a guarantee of or limitations on hours of work per day or per week. However, this language shall not be interpreted to alter the custom and practice of the parties.

9.2 The normal work week shall consist of five (5), eight hour days: Thursday, Friday, Monday, Tuesday and Wednesday.

9.3 The normal work day shall be from 7:00 a.m. to 3:30 p.m. The normal workweek will be forty (40) hours per week. The normal workday includes a thirty (30) minute lunch period from 12:00 noon to 12:30 p.m. Deviation from the normal working hours may at times be necessary to maintain efficient Departmental operation. When such deviations are required, they shall be so designated by the County Engineer.

9.4 The Employer will grant, with pay, one (1) fifteen (15) minute rest period from 10:00 a.m. to 10:15 a.m. and one (1) fifteen (15) minute rest period from 2:30 p.m. to 2:45 p.m. Slight variations in the lunch or break schedule will be allowed when the work so designates. Employees shall carry coffee and noon lunches, as required, to ensure continuation of the work without delay. Special trips to town or restaurants for coffee will not be allowed.

9.5 Employees are expected to be working at the normal starting time each day. Employees shall return from the job during normal working hours and arrive at the shop prior to the normal stopping time, unless the work requirements necessitate delay. Vehicles and equipment shall be prepared, including fueling and safety check for the next day's operation before the operator departs for the day. The routine care of equipment and vehicles should be performed during the 10 or 15 minutes prior to normal stopping time.

9.6 Overtime shall be paid for at the rate of time and one-half (1 ½) of the employee's hourly rate for hours worked in excess of eight (8) hours in any workday (including holidays, vacation and sick leave). Any overtime work must be authorized by the County Engineer or his designated representative except for emergency. When overtime of an emergency nature does not facilitate advance approval, then the County Engineer, Assistant Engineer or the General Superintendent shall be notified of the emergency and the overtime so worked as soon as practical thereafter.

9.7 Each employee will be asked to indicate his choice of compensation time or overtime pay for compensation credit. Compensation time will be handled just as it has been in the past, and if overtime pay is chosen, all overtime credit will be paid on the next payroll check. An employee may choose to receive overtime credit by pay instead of compensation time during the year, providing that he signs a release slip for the changes and clears his overtime account whenever this option is chose. All employees with compensation time still in their account at the end of the last pay period in November will be paid for their compensation time on the first pay period in December, thus clearing all accounts before the beginning of the year.

Upon termination of employment, the employee will be paid for his unused accumulated compensation time at the employee's current rate of pay.

9.8 Work performed on a recognized paid holiday will be paid for at time and one-half (1 ½) the employee's hourly rate in addition to the employee's normal wage for the holiday (eight hours).

9.9 An employee who has completed a normal workday and is called back for emergency work shall receive a minimum of two hours of compensation time, provided that a full 8 hours of normal work are worked during the same work day.

ARTICLE X

Seniority

10.1 Seniority is the length of continuous service within the Secondary Roads Department from the date an employee was most recently hired. Seniority shall begin on the day an employee is hired, but shall not apply until the probationary period is completed. An employee shall cease to have seniority and will be no longer employed for the following reasons:

- 1) Resignation.
- 2) Discharge from the Department.
- 3) Absence from work without notice for a period of three (3) consecutive days.
- 4) Obtaining leave of absence by false reasons.
- 5) Retirement.
- 6) Absence or layoff in excess of 12 months.

10.2 Employees shall maintain and accrue seniority while absent because of injuries covered by workers' compensation. In the event of lay-offs, a person will maintain the seniority he had at the time of lay-off. If recalled to work at a later date, seniority will begin accruing again.

ARTICLE XI

Lay-Off Procedure

11.1 In the event the County determines that employees will be laid off, all temporary, probationary and part-time employees in the affected classification will be laid off first. If the County determines that additional employees will be laid off and the skill, training, qualifications, and the ability to perform between or among employees in the affected classification are relatively equal, seniority shall prevail. A laid off employee who immediately and fully meets the job qualifications can then replace the least senior bargaining unit employee in any lower paid classification at that job classification rate of pay. "Immediately" shall mean within 30 calendar days from the date of layoff.

11.2 Those employees to be laid off will be notified as soon as practicable. Laid off employees shall advise the County of their current addresses and telephone numbers during layoff. Upon recall from layoff, employees shall be recalled in the inverse order of layoff. Employees to be recalled will be notified as far in advance as practicable by telephone and/or by notice in writing sent by certified mail, return receipt requested, to the last address shown on the County's records. An employee laid off shall have recall rights for a period of 12 months, or his/her seniority, whichever is less. Temporary, part-time and probationary employees shall have no recall rights.

ARTICLE XII

Transfer Procedure

12.1 No permanent vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees have had the opportunity to apply for such positions and to have their application considered. Qualified applicants outside the unit may be considered by the Employer after said five (5) working days. When the Employer determines the successful job bidder, qualifications, skill, ability, experience with the County and work performance will be considered. Where qualifications, skill, ability and work performance between bidders are relatively equal, seniority shall govern.

An employee who accepts a promotion shall be ineligible to bid on another job for a period of 12 months. This provision may be waived by mutual agreement between the County and the Union.

12.2 **Trial Period.** An employee who has bid to a higher classification or new position and receives the job bid, shall be placed on a trial period for thirty (30) calendar days. During said trial period, the employee shall receive the rate of pay for the higher classification or new position. If the employee does not meet the job requirements of the higher classification or new position at the completion of the thirty (30) day trial period, the employee shall be made aware of the deficiencies. The trial period may be extended for an additional thirty (30) calendar days. At the completion of the trial period or extension of such if necessary, the employee shall then

either be classified at the higher classification or new position or be returned to their previous classification and position and rate of pay without a loss of seniority.

12.3 Temporary Assignments. An employee temporarily assigned to a higher job classification will be paid the higher hourly rate of pay of the new job classification for all hours in excess of four (4) hours in a work week. An employee temporarily assigned to a lower paid job classification will receive his/her current hourly rate. This section shall not apply to bona fide training situations designated by the County Engineer, not to exceed 30 working days in a fiscal year.

ARTICLE XIII

Jury Duty Leave

13.1 All employees will be granted up to a maximum of 60 days in any contract year off during the normal workweek with pay for serving on jury duty. When a regular employee is called for jury duty, he/she will give his/her Foreman or County Engineer proper notice. Only that part of the workday required for jury duty will be granted. The employee is to turn in his/her jury duty pay to the office or have it deducted from his/her regular pay. The mileage payment may be retained by the employee. The same shall apply when an employee is called as a witness in a court of law.

ARTICLE XIV

Military Leave

14.1 All probationary and permanent employees shall be granted up to a maximum of thirty (30) days military leave with pay as requirement by Section 29A.28 of the Code of Iowa.

ARTICLE XV

Vacation

15.1 Permanent employees shall be granted paid vacation, which shall be accumulated monthly, in accordance with the following schedule:

One (1) week per year during first year of service.

Two (2) weeks per year during the second (2nd) through the fourth (4th) year of service.

Three (3) weeks per year during the fifth (5th) through the eleventh (11th) year of service.

Four (4) weeks per year during every year after the twelfth (12th) year of service.

Five (5) weeks per year after thirty (30) years of service.

15.2 No employee shall be eligible for paid vacation until one continuous year of service has been completed. Vacation shall be taken only as the workload permits. Employees shall arrange for vacation with their work supervisors sufficiently in advance to permit work schedules to be

coordinated. Approval of concurrent vacations for more than two members of the same work crew is unlikely. Work supervisors shall ensure that work crews are not depleted to the extent that they become ineffective. Employees with the most seniority shall have priority for vacation scheduling. Work supervisors shall forward the vacation information to their supervisors until it ultimately reaches the office of the County Engineer.

15.3 Any employee who terminates employment shall be paid for his accumulated vacation at his current rate of pay, except that no employee who has worked less than one full year shall receive pay for accumulated vacation. Vacation shall not be taken in advance of the time that it is granted, i.e., vacation shall not be borrowed from the succeeding month. The maximum amount of vacation time that an individual may accumulate will be twice his annual accumulation rate. Accumulated vacation exceeding the maximum allowable shall be lost unless specific approval of the County Engineer is obtained. No employee shall be paid for lost vacation time, except that time lost due to its being denied by the County Engineer because the workload at the end of the vacation year would not permit vacation to be taken at that time may be paid.

15.4 Employees are expected to provide at least 10 working days' notice prior to the effective date of resignation. Failure to comply with this requirement may result in forfeiture of up to the 10 days of accrued vacation.

ARTICLE XVI **Unauthorized Absence**

16.1 Any absence of an employee from duty for any length of time without specific authorization of his work supervisor shall be considered an unauthorized absence. No employee shall be paid for unauthorized absence time. Any employee is absent for three (3) consecutive days without authorization or in an emergency shall have resigned his position with the Taylor County Secondary Roads Department.

ARTICLE XVII **Supplemental Employment**

17.1 No employee shall hold a full-time job or its equivalent in addition to his regular full-time Department employment; except farming operations shall be permitted due to their seasonal nature.

17.2 While supplementary employment is not encouraged, it shall be permitted under the following conditions:

- 1) That the supplemental employment does not conflict with the employee's regular hours of employment in the Department, or conflict in any way with the satisfactory and impartial performance of his county duties.
- 2) That the employee secure approval of the County Engineer before engaging in any supplementary employment so potential conflict of interest can be ascertained before any problems arise.

- 3) That the employee keep the County Engineer informed of contemplated changes in his supplementary employment. Employees are cautioned not to become involved in supplemental employment that would constitute a conflict of interest with the Department operations.

ARTICLE XVIII

Holidays

18.1 The following paid holidays shall be observed by the Department employees: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and choice of two (2) days per year of any of the following: Lincoln's Birthday, Columbus Day, Election Day, and the day before and/or after any of the previously designated holidays. Both floating holidays shall be observed by all Department employees at the same time. Determination of the floating holidays which are to be granted shall be made prior to January 1st of each year, by a vote or petition of 2/3 of the Department's permanent full-time employees, subject to the approval of the Board of Supervisors, they shall declare those days to be formal Departmental holidays and so publish the notice in the County newspaper.

18.2 Those holidays occurring on Saturday shall be observed the preceding Friday. Those holidays occurring on Sunday shall be observed the following Monday.

18.3 Employees required to perform emergency work on any observed holiday shall receive compensation time equal to one and one-half times the actual hours worked in addition to the employee's normal wage for the holiday (eight hours).

ARTICLE XXIX

Longevity Pay

19.1 All employees shall receive additional compensation based on length of service for continuous employment. Each employee shall receive, in addition to his/her base wage, an additional hourly compensation as follows:

After five years of continuous employment - \$.08 per hour

After ten years of continuous employment - \$.13 per hour

After fifteen years of continuous employment - \$.17 per hour

After twenty years of continuous employment - \$.22 per hour

After twenty-five years of continuous employment - \$.26 per hour

Employee longevity will be computed and pay rates will be increased for an eligible employee who has completed one of the five-year service increments (listed above) on the first pay period after the anniversary of their employment.

ARTICLE XX
Group Insurance

20.1 Taylor County shall subscribe to a hospitalization and major medical insurance program for all qualified employees. (ISAC Alliance Select Plan 9) (The Employer will also offer Plan 10) Premiums for the individual employee shall be paid by the County. Any proposed changes in insurance premiums, coverage afforded or insurance companies will be announced by the Board; provided, however, that prior to a change in the insurance coverage the parties will negotiate through impasse. Adequate time will be allowed for an employee representative to attend any informational meeting(s) and to relate the consensus of the Secondary Road Worker's feelings regarding the pending decision. The Board will give this consensus consideration when determining any changes in coverage afforded or companies.

20.2 Family insurance premiums will be deducted in two installments per month from the employees' paychecks. Taylor County will pay 20% of Family Insurance Coverage for this contract period.

20.3 Taylor County shall subscribe to and pay individual employee premiums for a disability income protection insurance program of the type agreed upon by the Board of Supervisors and the County Engineer. Such plans normally contain a life insurance portion, the premiums of which shall be paid by the Employer insofar as the law will allow. Employees who are classified as full-time employees shall become eligible for the hospitalization and major medical insurance and disability income protection insurance programs upon completion of the policy's mandatory waiting period.

20.4 Employees who elect not to participate in single health insurance coverage shall receive \$180.00 (\$190.00 effective July 1, 2008) per month upon presentation of proof of insurance coverage and certification of continued coverage elsewhere. If an employee does not maintain coverage elsewhere, this payment will cease and the employee will be covered by the County.

20.5 Employees of the Department shall be covered by the provisions of Worker's Compensation Insurance as required by Iowa Law.

20.6 Taylor County shall pay the employer's share of the health insurance premium for sixty days in the event that an employee is on unpaid leave due to sickness or injury.

20.7 Health insurance cannot be dropped in mid-month.

ARTICLE XXI
Miscellaneous

21.1 Change of Address. Each employee shall insure that his/her immediate work supervisor shall know the employee's address and telephone number.

21.2 All employees subject to call shall have a telephone in their residence where they may be reached in case of emergency. Work supervisors shall immediately make an employee's change

in address or telephone number known to their supervisors until the information ultimately reaches the office of the County Engineer. No personal long distance calls will be made from County telephones.

ARTICLE XXV

Sick Leave

22.1 Permanent employees, exclusive of the County Engineer, shall be granted paid sick leave at the rate of sixteen (16) hours per month to a maximum accumulation of 720 hours. No sick leave may be taken by a new employee during his first six (6) months of service.

22.2 "Sick Leave" may be taken for any illness or exposure to a contagious disease by which the health of others might be endangered, or for any work-connected disability that an employee may sustain, until such time that the employee becomes eligible for disability income under the plan maintained by Taylor County. A maximum of five (5) days of sick leave per illness may also be taken in the event of serious illness, surgery or injury to the employee's immediate family plus childbirth for the employee or employee's spouse. Immediate family shall be limited to the employee's spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, grandparents or other relative living habitually at the employee's home. Serious illness shall be any illness which requires inpatient surgery in an accredited hospital or which does not require surgery but does require inpatient hospitalization for more than seventy-two (72) consecutive hours or which requires intensive care treatment in a hospital for any length of time. A maximum of five (5) days of sick leave per illness may also be taken in the event of outpatient surgery involving illness of the spouse or minor children of the employee. Employees shall promptly furnish the Taylor County Engineer with reasonable proof of such illness as is claimed to be a serious illness or in the event of outpatient surgery with reasonable medical evidence concerning the same.

22.3 Sick leave will be allowed for common illnesses, (i.e. colds, flu) and for routine medical checkups or examinations of the employee's spouse and minor children or step-children. Abuse of this provision will justify its termination.

22.4 To receive pay while absent due to sick leave, an employee shall notify the General Superintendent of the County Engineer's Office or the Bedford Shop before the start of the normal work day, except in the case of an extended illness or disability. **A medical certificate shall be required** as evidence of an employee or family illness or injury that prevents an employee from coming to work for more than two full working days. Falsification of such a certificate shall be cause for disciplinary action. Sickness beyond accumulated, unused sick leave may be charged as vacation time or as leave without pay, at the discretion of the County Engineer.

22.5 Employees with a chronic or recurring illness resulting in absence exceeding payable sick leave, may at the option of the County Engineer, be required by written notification to submit, at their own expense, to an examination by a physician and a written report of the results submitted to the County Engineer. If surgery or therapy is recommended to remedy or alleviate such

illness and the employee does not comply within a reasonable time as determined by the County Engineer, he may be discharged due to such physical disability.

22.6 No sick leave shall be permitted for time off due to injury sustained while working for another employer.

22.7 Sick leave abuses – the County Engineer shall possess discretionary powers involving the requirement of doctor's sick slips. If deemed appropriate, the Engineer may require a doctor's slip for absenteeism that totals one full working day. In all cases, a doctor's sick slip shall be required involving absence in excess of two full working days.

22.8 Employees hired prior to July 1, 2003, shall be eligible for cash reimbursement of unused sick leave in an amount not to exceed 50% of unused accumulated sick leave upon death, or upon termination of employment due to voluntary separation or lay-off after 14 years of service.

ARTICLE XXIII

Funerals

23.1(a) Employees shall be eligible for a paid leave of absence of five (5) days in the event of death of the employee's spouse, parent, step-parent, child, step-child, mother-in-law, father-in-law and siblings.

23.1(b) Employees shall be eligible for a paid leave of absence of three (3) days in the event of death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

23.2 Two full working days shall be granted per year so that employees may attend the funeral of any friends or relatives not covered under the regular funeral provision. These two days may be taken in any increments the employee desires, but any time taken off in excess of this will be charged to vacation or compensation time. For bookkeeping purposes, one year shall run from January 1 to December 31 of each calendar year until this provision is amended and deleted.

23.3 Employees will also be granted time off to attend the funeral service of any former Department employee or for a funeral in which the employee is an official participant, **if the work situation permits.** Notification **by the County Engineer** for such instance will constitute such authorized absence. Any other authorized absence for funerals shall be obtained from the County Engineer on an individual basis.

23.4 Funeral leave to be available to new employees in the same manner as prescribed for existing employees.

ARTICLE XXIV

Disability Leave

24.1 In the event of extended absence, due to illness or injury, which is longer than that period necessary to become eligible for disability benefits (currently 90 days), the following procedures

will be followed:

- 1) The 90-day eligibility period will be charged to sick leave, vacation, compensation time or leave without pay. Benefits during this period will accumulate or be paid as if the employee was working.
- 2) At the commencement of the disability benefits, the accumulation of sick leave and vacation leave shall cease, but longevity shall continue to accrue. Department-paid contributions to health insurance shall continue and the employee will be required to pay the excess for family coverage health insurance and all life insurance.
- 3) Should the employee return to work on a part-time basis during the disability period, sick leave and vacation leave will begin to accrue in proportion to the time worked.
- 4) Should the employee be unable to return to work by the end of the full disability period, he will be considered terminated from the Department. Payment will be made in accordance with the Personnel Policy for unused vacation and compensation time at the rate of pay the employee was earning when disability leave began.

ARTICLE XXV

Worker's Compensation

25.1 Any wage benefits for which an injured employee, whether on probationary status or not, is eligible under worker compensation shall be assigned by such injured employee to Taylor County upon acknowledgment of coverage for wage benefits by the worker compensation insurance carrier. An injured employee who receives worker compensation benefits shall not be denied benefits or salary he or she would otherwise be entitled to receive under this employment contract until such worker is declared permanently disabled by worker compensation or after a period of one year, whichever is less.

ARTICLE XXVI

Dues Checkoff and Indemnification

26.1 Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time upon thirty (30) days written notice to the Employer and the Union, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Employer will enclose with the deduction a list of unit employees indicating those employees for which dues have been deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or Judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE XXVII

Hourly Rates of Pay

27.1 All permanent full-time employees shall be paid the hourly rates of pay for their job classifications as set forth in Appendix A.

ARTICLE XXVIII **General Provisions; Term of Agreement**

28.1 This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

28.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplating of either or both of the parties at the time they negotiated or signed this Agreement.


28.3 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

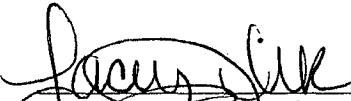
28.4 This Agreement shall become effective July 1, 2006, and thereafter shall remain in full force and effect until June 30, 2009, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to terminate this Agreement on or before September 1, 2008, or on or before September 1st in any succeeding renewal year.

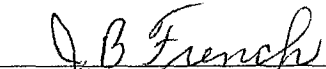
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 9 day of MARCH, 2006.

TAYLOR COUNTY, IOWA

PUBLIC, PROFESSIONAL LAND
MAINTENANCE EMPLOYEES, LOCAL 2003


Chairman, Board of Supervisors


Business Representative


Member, Board of Supervisors


Negotiating Committee Member

J.B. French
Member, Board of Supervisors

Tim Davison
Negotiating Committee Member

Robert Lynn Cole
Negotiating Committee Member

Jeff Price